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Meredith, NH 03253
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PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated 10/2/18, is intended to provide a professional consulting relationship for services to the **TOWN OF HAMPTON, NEW HAMPSHIRE (Client)** to be provided by **MUNICIPAL RESOURCES, INC. (MRI)**, and is lawfully entered into between the Client, by Fred Welch, Town Manager, authorized representative, and MRI, by its President, Alan S. Gould.

II. SCOPE OF WORK

Generally, to provide Assessing and related support services in the on-going operations of the Hampton Assessing Department. All work shall be completed in a good and workmanlike manner conforming to prevailing New Hampshire Department of Revenue Administration Administrative Rules, applicable rules and standards adopted by the Assessing Standards Board, and IAAO standards. The foregoing is not intended to include either partial or full revaluations, or updates without a separate contract, which is required by the Department of Revenue Administration (DRA).

Task #1: Assessing Support Services

MRI will assign a CNHA and/or DRA Certified Assessor Supervisor to work in coordination with Department and Town staff to perform/assist with the following functions:

Prior to April 1:

1. Sewer Abatement List – Update and process (verify owner name, mailing address, assessed values) set rate for determining abatement refunds. **(Town staff to initially conduct owner verification process.)**
2. Partial Precinct Applications – Update and revise list in Vision CAMA system.
3. Exempt Property Verification - Letters (send out letters and process responses)
4. Leased Land – Complete land rent warrant (verify owner name, mailing address, assessed values.)
 - a. Create and process new Land leases upon expiration (3 for 2019), Assignments of Lease, Quit Claim deeds if needed.

5. Parking Space Leases - Update yearly lessees for both Town and State spaces.
6. Complete all changes relative to new construction, lot line revisions, subdivisions, Condo conversions, etc.
7. Credits and Exemptions (review and process yearly applications) **(Town staff to conduct application process with applicants.)**
8. Review Abatement Recommendations; provide recommendations in writing to town officials – **(Town staff to initially process and conduct abatement review.)**
9. Processing of Notices of Intents to Cut, Current Use Applications, Land use change tax assessments, and Voluntary Lot Mergers
10. Assisting Town Attorney or Town retained outside counsel in preparation of experts for the Town of Hampton in tax abatement cases. **(This service is separate from the service addressed in Special Condition #1 below).**
11. Coordination of interface with Vision and maintenance of database.

May: Complete warrant for 1st half tax bills.

August: Complete MS1 for tax rate setting purposes.

September: Assist in review, analysis and recommendations of all pending Appeals.

October: Complete fall warrant for 2nd half tax bills.

October/November: Complete sales verification for equalization process. **(Town staff to complete sales review and data entry into equalization.)**

Ongoing: Attend Selectmen meetings, meet with taxpayers, address any questions or concerns as to assessments, current use, timber tax, and other duties requiring assistance at the direction of the Board of Selectmen, Town Manager, or designee.

MRI will work with the town to establish a mutually agreeable schedule for staff to be present in Town, however staff's hours will remain flexible according to address the needs of the Town, seasonal demands, and required meetings with the staff, public, DRA, and Board of Selectmen. Some work may be performed remotely to provide more responsive service to taxpayers and town staff.

We believe that the tasks outlined in Task #1 above can be completed in approximately **325 to 400 hours annually**. If the required time is significantly different such that MRI requires more, or less, effort, both parties agree to renegotiate the scope and fees sections of this agreement to reflect the additional/reduced effort.

Task #2: (As Needed) Data Collection and Data Entry

If requested by the Town, based on current staffing, MRI will:

1. **Permits/Pick-Ups:** Conduct careful measuring, listing and valuation of new or newly modified taxable and tax-exempt properties as a result of the issuance of permits, filing of inventories, or any other applicable source. MRI will take digital photographs and data enter applicable changes into the VISION CAMA system.

In addition to the specific duties outlined in the scope of work, it is expected that Town staff will be responsible for providing photocopies of building permits and any other applicable information for each property to be reviewed and will provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Municipal official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously.

With regard to field inspections, MRI staff will use the data collection manual in place. It is MRI's intent to make one visit to the properties. If someone is present at the time of the visit, an interior inspection will be attempted. In all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed, a list will be provided so the Town staff can send a letter requesting an appointment for an interior inspection if desired. If no interior inspection is conducted, MRI will estimate the interior on the basis of the best information available and notate the property card accordingly.

If, as a result of new legislation and/or DRA or ASB rules/guidelines, additional services are required, an additional scope of work would need to be negotiated.

III. FEES AND CHARGES

Task #1: Assessing Support Services

Services will be provided for the annual fees indicated below, which are intended to cover all time and expenses. Fees will be invoiced in equal monthly installments in advance.

- A. The sum of **\$9,500.00** for the remainder of calendar year 2018.
- B. The sum of **\$32,500.00** for calendar year 2019.
- C. For the calendar year 2020, the sum in B above, adjusted by the 12-month change in the Northeast Regional CPI "All Items Index" published in September 2019.
- D. For the calendar year 2021, the adjusted sum in C above, further adjusted by the 12-month change in the Northeast Regional CPI "All Items Index" published in September 2020.

Task #2: (As Needed/Optional) Data Collection and Data Entry

Services will be provided for a flat fee of **\$25.00 per parcel** throughout the term of the agreement. An invoice outlining activity for the prior month, including the number of parcels viewed/data entered will be provided to the town on a monthly basis.

Special Conditions

1. Preparation and presentation of the defense of values above the local level (BTLA or superior court) is not included in the flat fees above. This cost will be \$125 per hour, except for the defense of utility values, where the cost will be \$175 per hour. MRI will work with the Town to keep these costs as low as possible.
2. To the extent MRI may require assistance from the Town's software vendors, or others knowledgeable of the Town's assessing/tax collection practices, the Town agrees to authorize use of these resources and to pay directly all costs for their services as may be incurred. MRI shall work to keep these costs as low as possible.
3. While the Town may terminate this agreement without penalty, MRI's workload may not be evenly distributed throughout the term of this agreement and the actual cost of services provided are not always covered in each monthly payment. Consequently, a closeout financial adjustment may be required to bring MRI charges current with actual services provided depending upon the date of termination.
4. For the years 2019-2021, this contract is subject to the passage annually by the Town meeting of an appropriation to cover the fees and charges herein.

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as principal-in-charge of this engagement. It is expected that Ed Tinker will serve as lead assessor with other qualified staff being assigned as needed, and with approval of the Town. All personnel assigned to the project shall be certified by the DRA at levels commensurate to their operating capacities.

Communications or correspondence related to any problems, issues or changes required for this assignment should be directed to the appropriate parties as follows:

Municipal Resources, Inc.

Christian Pearsall
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253
(603) 279-0352, x-304
assessing@mrigov.com

Town of Hampton

Jamie Sullivan, Deputy Town Manager
Town of Hampton
100 Winnacunnet Road
Hampton, NH 03842
603-758-1517
jsullivan@town.hampton.nh.us


V. TERM

This agreement shall remain in force through December 31, 2021, unless extended by mutual agreement. Either party may terminate the Agreement with 60 days advance written notice to the other party subject to relevant terms and conditions contained herein.

THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.


ACCEPTED AND AGREED

FOR THE TOWN OF HAMPTON


Fred Welch, Town Manager

Date: 10/2/18

FOR MUNICIPAL RESOURCES, INC.


~~Alan S. Gould, President~~

Date: 10/2/18

Christian Pearsall,
Treasurer
Business Administrator

ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client represents to MRI that sufficient funds have been appropriated in 2018 so it may retain and compensate MRI for the services provided for herein during the calendar year 2018; for the years 2019-2021, this contract is subject to the passage annually by the Town meeting of an appropriation to cover the fees and charges herein. .

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, and upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed

by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. General Liability Insurance

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury

(including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. Professional Liability Insurance

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each wrongful act arising out of the performance or failure to perform professional services.

3. Business Auto and Umbrella Liability Insurance

MRI shall maintain business auto liability and commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. Workers Compensation Insurance

MRI shall maintain workers' compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

Initialed for Client: 

Date: 10/2/18

Initialed for MRI: 

Date: 10/2/18